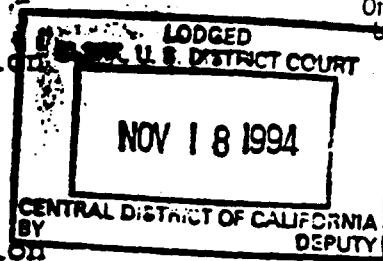


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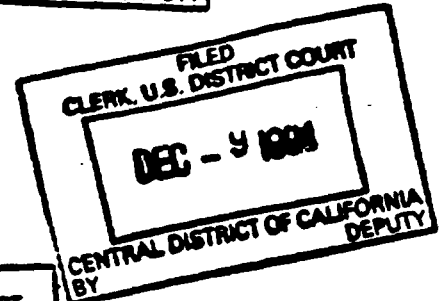
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Office of Compliance  
U.S. EPA Region 9

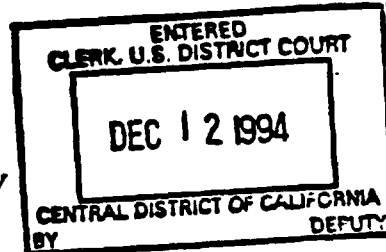
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Attorneys for Plaintiff United States of America

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
et al.,

Plaintiffs,

v.

SHELL OIL COMPANY, et al.,

Defendants.

AND RELATED CLAIMS

CASE No. CV 91-0589 RJK(Ex)

PARTIAL CONSENT DECREE AMONG  
PLAINTIFFS AND OIL COMPANY  
DEFENDANTS REGARDING CERTAIN  
COST CLAIMS AND [PROPOSED] ORDER

*RJK*

JAN - 5 1995

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1 I. BACKGROUND

2 A. The United States of America, on behalf of the  
3 Administrator of the United States Environmental Protection  
4 Agency, and the State of California, ex rel. California  
5 Department of Health Services, Hazardous Substance Account, and  
6 Hazardous Substance Cleanup Fund, filed a complaint in this  
7 matter pursuant to Sections 107 and 113(g)(2) of the  
8 Comprehensive Environmental Response, Compensation, and Liability  
9 Act of 1980, 42 U.S.C. §§ 9607 and 9613(g)(2), as amended  
10 ("CERCLA").

11 B. The complaint seeks, among other relief, reimbursement  
12 of response costs incurred, and a declaration of liability for  
13 response costs to be incurred, by the United States and State for  
14 response actions in connection with the release or threatened  
15 release of hazardous substances at the McColl Superfund Site in  
16 Fullerton, Orange County, California ("the Site").

17 C. The release or threatened release of hazardous  
18 substances at or from the Site has caused the United States and  
19 the State to incur response costs as defined by Section 101(25)  
20 of CERCLA, 42 U.S.C. § 9601(25).

21 D. The United States, the State and the Settling  
22 Defendants agree and this Court, by entering this Decree, finds  
23 that settlement of this matter will avoid further prolonged and  
24 complicated litigation and that this Consent Decree is fair,  
25 reasonable, and in the public interest.

26 THEREFORE, with the consent of the Parties to this Decree,  
27 it is ORDERED, ADJUDGED, AND DECREED:

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b). This Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes of this Consent Decree, the Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge the entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

## III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and the State, and upon the Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settling Defendants under this Consent Decree.

## IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq.

b. "Consent Decree" shall mean this Decree.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, when the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

e. "Interest," in accordance with 42 U.S.C. § 9607(a), shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title 26 of the U.S. Code, compounded annually.

f. "Ongoing Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that the United States and the State have incurred in connection with the Site that were paid after the dates set forth in the definitions of "Past United States Response Costs" and "Past State Response Costs." Costs incurred before the dates set forth in the definitions of "Past United States Response Costs" and "Past State Response Costs" but paid after those dates are "Ongoing Response Costs." Interest on the amounts paid pursuant to Section V of this Decree, from July 31, 1993, through the date of payment, is an "Ongoing Response Cost."

g. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral.

h. "Parties" shall mean the United States, the State of California and each and every Settling Defendant.

i. "Past State Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that the State has incurred in connection with the Site and paid as follows: (1) California Department of Health Services costs incurred and paid through September 30, 1990; and (2) California Department of Justice costs incurred and paid through June 30, 1991, plus accrued interest on all costs described in this paragraph through July 31, 1993.

j. "Past United States Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that the United States has incurred in connection with the Site and paid through June 30, 1990, plus costs incurred and paid to contractors through September 30, 1990, in circumstances where these latter costs were paid in part with federal funds and in part with state funds, plus accrued interest on all costs described in this paragraph through July 31, 1993.

k. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

l. "Settling Defendants" shall mean Shell Oil Company, Union Oil Company of California, Atlantic Richfield Company and Texaco, Inc.

m. "Site" shall mean the McColl Superfund site located in Fullerton, Orange County, California, encompassing approximately

twenty-two acres and the areal extent of contamination therefrom.

n. "State" shall mean the State of California, ex rel. California Department of Health Services, Hazardous Substance Account, and Hazardous Substance Cleanup Fund.

o. "United States" shall mean the United States of America, acting on behalf of EPA and the United States Department of Justice ("DOJ") in its capacity on behalf of EPA.

#### V. REIMBURSEMENT OF RESPONSE COSTS

4. a. Payment of Past United States Response Costs. Within thirty (30) days of entry of this Consent Decree, the Settling Defendants shall pay to EPA \$13,248,000 for Past United States Response Costs, by one Electronic Funds Transfer ("EFT") to the U.S. Department of Justice lockbox bank, referencing the McColl Superfund Site CERCLA Number 9-04; United States of America, et al. v. Shell Oil Co., et al. CV 91-0589 RJK; DOJ number 90-11-2-3A; and U.S.A.O. file number 91-00-586. Payment shall be made in accordance with instructions provided by Plaintiffs to the Settling Defendants upon execution of the Consent Decree. Any EFT received at the DOJ lockbox bank after 11:00 A.M. Eastern Time will be credited on the next business day. At the time of payment, Settling Defendants shall simultaneously send written notice of payment and a copy of any transmittal documentation to EPA and DOJ in accordance with Section XI (Notices and Submissions).

b. Payment of Past State Response Costs. Within thirty (30) days of the entry of this Consent Decree, Settling



Defendants shall pay to the State \$4,752,000 for Past State Response Costs, in the form of one certified check or cashier's check. The check shall be made payable to the California Department of Toxic Substances Control and shall reference United States, State of Calif. v. Shell Oil Co., et al., U.S. Dist. Ct. No. CV-91-0589-RJK; DTSC Project No. 400093; and Cal. DOJ Docket No. 49006-430-SD89CV0267. The Settling Defendants shall forward the check to:

Department of Toxics Substances Control  
Accounting/Cashiers  
400 P Street, 4th Floor  
P.O. Box 806  
Sacramento, CA 95812-0806

c. Application of Costs Paid to Costs Incurred. The Parties acknowledge that the amounts paid under this Decree are less than Plaintiffs' current claim. Because Plaintiffs will seek to recover the remaining portion of their claim from entities other than the Settling Defendants, Plaintiffs are applying the amounts paid under this Decree to costs other than the following costs:

(i) Contractor Costs: Acurex Corporation (EPA-C1), Contract No. 68-03-3267 (\$58,991.18); Acurex Corporation (EPA-C2), Contract No. 68-C9-0038 (\$80,000.00); Bechtel Environmental, Inc. (EPA-C4), Contract No. 68-W9-0060 (\$62,529.20); CH2M Hill (EPA-C6), Contract No. 68-01-7251 (\$2,795,054.83); CH2M Hill (EPA-C7), Contract No. 68-W9-0031 (\$58,239.73); Ecology and Environment, Inc. (EPA-C9), Contract No. 68-01-7347 (\$219,303.15); Ecology and Environment, Inc. (EPA-C10), Contract No. 68-01-7368 (\$120,447.95); Environmental Emergency Services Co. (EPA-C11),

Contract No. 68-01-6860 (\$18,895.57); ICF (EPA-C12), Contract No. 68-01-7456 (\$22,315.25); PEI Associates, Inc. (EPA-C13), Contract No. 68-02-4284 (\$76,912.98); Reidel Environmental Services, Inc. (EPA-C15), Contract No. 68-01-7334 (\$219,942.05); Roy F. Weston (EPA-C16), Contract No. 6803-3482 (\$3,038.72); Dean's Security Professionals (CA-C4), Contract No. 88-T0224 (\$126,277.54); Ecology and Environment, Inc. (CA-C5), Contract No. 84-84544, 3-4-6 (\$12,005.40); Ecology and Environment, Inc. (CA-C6), Contract No. 84-84544, 3-4-7 (\$1,806.47); Ecology and Environment, Inc. (CA-C7), Contract No. 84-84544, 3-4-10 (\$10,817.45); National Rent-A-Fence Co., Inc. (CA-C8), Contract No. 80-64394 (\$3,539.40); National Rent-A-Fence Co., Inc. (CA-C9), Contract No. 81-77984 (\$3,099.65); National Rent-A-Fence Co., Inc. (CA-C10), Contract No. 82-79924 (\$2,999.65); Orange Coast Fence Company (CA-C11), Contract No. 87-T0092 (\$2,025.00); Tetra Tech, Inc. (CA-C26), Contract No. 84-84543, 3-3-15 (\$16,375.67); and Western Security Services (CA-C32), Contract No. 86-T0005 (\$136,643.47);

(ii) U.S. EPA Intramural Expenditures: Expenditures from the following cost categories for the time period of October 1, 1987 through June 30, 1990: Regional payroll expenditures (EPA-L1), Headquarters payroll expenditures (EPA-L2), and Regional indirect costs (EPA-I1) (Total of \$1,073,448.00);

(iii) U.S. Department of Justice Costs: (EPA-C8), costs incurred up through June 30, 1990 (\$17,912.65);

(iv) State of California Department of Health Services Intramural Costs: Expenditures from the following cost

categories for the time period of July 1, 1987 through September 30, 1990: DHS Payroll (CA-L1) and DHS Travel and Other Direct Costs (CA-T1) (Total of \$632,994.00); and

(v) State Department of Justice Costs: (CA-L3), costs incurred during the time period of July 1, 1988 through June 30, 1991, in relation to California DOJ Docket No. 49006-430-SD89CV0267 (McColl Cost Recovery) (\$52,909.85).

**VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE**

5. Interest on Late Payments. In the event that any payments required by Section V or Section VI, Paragraph 6, are not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

6. Stipulated Penalty.

a. If any amounts due EPA or the State under this Consent Decree are not paid by the required date, the Settling Defendants shall pay as a stipulated penalty, in addition to the Interest required by Paragraph 5, \$5,000 per day for each payment that is late.

b. Stipulated penalties are due and payable within thirty (30) days of the Settling Defendants' receipt from EPA or the State of a demand for payment of the penalties. All payments to EPA under this Paragraph 6 shall be paid in the manner described : for the payment of response costs in Section V, paragraph 4(a) above. At the time of payment, Settling Defendants shall simultaneously send written notice of payment and a copy of any transmittal documentation to EPA and DOJ in accordance with

Section XI (Notices and Submissions). All payments to the State under this Paragraph 6 shall be paid by certified or cashier's check made payable to the California Department of Toxics Substances Control and shall reference United States, State of Calif. v. Shell Oil Co., et al., U.S. Dist. Ct. No. CV-91-0589-RJK; DTSC Project No. 400093; Cal. DOJ Docket No. 49006-430-SD89CV0267. All such payments shall be mailed to the address provided above in Section V, paragraph 4(b). Penalties shall accrue as provided above regardless of whether EPA or the State has notified the Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

7. If the United States or the State must bring an action to enforce this Consent Decree, the Settling Defendants shall reimburse the United States and the State for all costs of such action, including but not limited to attorneys' fees.

8. Payments made under Paragraphs 5-7 shall be in addition to any other remedies or sanctions available to the United States and the State by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

9. The obligations of the Settling Defendants to pay amounts owed the United States and the State under this Consent

Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

#### VII. ONGOING RESPONSE COSTS

10. The Parties acknowledge that the Court's September 28, 1993, judgment and order rendered in United States of America, et al. v. Shell Oil Co., et al., No. Cv-91-0589 RJK(Ex) ("Pending Action"), constitutes a declaratory judgment pursuant to Section 113(g)(2) of CERCLA in favor of Plaintiffs against the Settling Defendants for Ongoing Response Costs. The Parties further acknowledge the rights of Plaintiffs to seek to recover these Ongoing Response Costs in the Pending Action and the rights of the Settling Defendants to challenge these costs.

#### VIII. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS BY THE UNITED STATES AND THE STATE

11. Covenant Not to Sue. Except as provided in Paragraph 12, the United States and the State covenant not to sue Settling Defendants under Section 107 of CERCLA or any other federal law or State law to recover Past United States Response Costs and Past State Response Costs paid pursuant to Section V of this Consent Decree. This covenant not to sue shall take effect upon receipt by EPA and the State of all payments required by Section V (Reimbursement of Response Costs) and Section VI, Paragraphs 5 (Interest on Late Payments) and 6 (Stipulated Penalty). This

1 covenant not to sue is conditioned upon the complete and  
2 satisfactory performance by Settling Defendants of their  
3 obligations under this Consent Decree. This covenant not to sue  
4 extends only to Settling Defendants and does not extend to any  
5 other person.

6       12. Reservation of Rights. Except as provided in Paragraph  
7 11, nothing contained herein shall in any way limit or restrict  
8 the response and enforcement authority of the United States to  
9 initiate appropriate action, either judicial or administrative,  
10 under Sections 104, 106, and 107 of CERCLA, 42 U.S.C. §§ 9604,  
11 9606, and 9607, or any other provision of law, against Settling  
12 Defendants or against any other person or entity not a party to  
13 this Consent Decree, and nothing contained herein shall in any  
14 way limit or restrict the response and enforcement authority of  
15 the State to initiate appropriate action, either judicial or  
16 administrative, under applicable provisions of federal and state  
17 law, against Settling Defendants or against any other person or  
18 entity not a party to this Decree. The covenant not to sue set  
19 forth in Paragraph 11 does not pertain to any matters other than  
20 those expressly specified therein. The United States and State  
21 reserve, and this Consent Decree is without prejudice to, all  
22 rights against Settling Defendants with respect to all other  
23 matters, including but not limited to:

24       a. liability for failure of Settling Defendants to meet a  
25 requirement of this Consent Decree;

26       b. liability for damages for injury to, destruction of, or  
27 loss of natural resources, and for the costs of any natural

resource damage assessments;

c. liability for response costs that have been or may be incurred by any natural resource trustees;

d. criminal liability;

e. liability for costs incurred or to be incurred by any federal or state agencies that are not within the definitions of "United States" or "State";

f. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA;

g. liability for Ongoing Response Costs;

h. liability arising from the past, present or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant beyond the Site;

i. liability arising from the future disposal, release, or threat of release of a hazardous substance, pollutant or contaminant at the Site; and

j. liability for past, present or future violations of federal or state law other than liability resolved by this Consent Decree.

#### IX. COVENANT AND RESERVATION OF RIGHTS BY SETTLING DEFENDANTS

13. Covenant. Except for the claims described in paragraph 14(b) below, Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to this Consent Decree or Past United States Response Costs or Past State Response Costs paid pursuant to Section V of this Consent Decree, including, but not

limited to: (a) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA sections 106(b)(2), 111, 112, or 113, or any other provision of law; or (b) any claim against the United States or the State, or any department, agency, or instrumentality of the United States of America or the State of California pursuant to CERCLA Sections 107 and 113 related to the Past United States Response Costs or Past State Response Costs paid pursuant to Section V of this Consent Decree. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

14. a. Reservation of Rights Regarding Appeal. No final judgment has been entered in this action from which an appeal as of right may be taken and, by agreement of the parties, no such final judgment shall be entered against the Settling Defendants prior to the entry of judgment in the counterclaims asserted by these defendants in this action. At such time, all actions and orders of the Court are appealable as would otherwise be provided by law; provided, however, that Settling Defendants agree to pay the amounts required by Sections V and VI and to be bound by the covenants set forth in paragraph 13 above notwithstanding any outcome of that appeal, including but not limited to a judgment that Settling Defendants have no liability with respect to the McColl Site.



b. Reservation of Rights Regarding Counterclaims. Settling Defendants reserve their rights to pursue the claims set forth in their current counterclaims or related claims against the currently named counterdefendants, excluding the "United States" as defined in paragraph 3(o) of this Decree, in either this Court or any other court of appropriate jurisdiction and may name such other agencies of the United States as shown by the evidence to be the appropriate successor agencies to the wartime instrumentalities of the United States, with the exception of the "United States" as defined in paragraph 3(o) of this Decree. These claims include claims related to the amounts paid by Settling Defendants under this Consent Decree. This Decree shall have no affect on, and the named counterdefendants excluding the United States as defined in this Decree reserve, all rights these named counterdefendants have in the Pending Action.

**X. EFFECT OF SETTLEMENT: CONTRIBUTION PROTECTION**

15. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Consent Decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party

hereto.

16. With respect to claims for contribution against Settling Defendants in this Consent Decree, the Parties hereto agree that the Settling Defendants are entitled to seek such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2) for Past United States Response Costs and Past State Response Costs paid pursuant to Section V of this Consent Decree. Such protection is conditioned upon Settling Defendants' compliance with the requirements of this Consent Decree.

17. Settling Defendants agree that with respect to any suit or claim for contribution not currently pending brought by them for matters related to this Consent Decree they will notify EPA and DOJ and the State in writing no later than sixty (60) days prior to the initiation of such suit or claim. Settling Defendants also agree that with respect to any suit or claim for contribution not currently pending brought against them for matters related to this Consent Decree they will notify in writing EPA and DOJ and the State within ten (10) days of service of the complaint on them. In addition, Settling Defendants shall notify EPA and DOJ and the State within ten (10) days of service or receipt of any Motion for Summary Judgment and within ten (10) days of receipt of any order from a court setting a case for trial for matters related to this Consent Decree.

18. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief

relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VIII (Covenant Not to Sue and Reservation of Rights by the United States and the State).

19. Plaintiffs agree that they will not oppose an application filed after the lodging of the Decree to lift the stay regarding the Settling Defendants' counterclaims on or after the date of entry of the Decree. This is without prejudice to any position taken by the United States as counterdefendants, which specifically reserve their rights to oppose any specific dates which may be proposed by the Settling Defendants, relating to the resumption of discovery, pre-trial conference, or the conducting of any pre-trial matters. Plaintiffs further agree that they will not seek to stay or otherwise delay the counterclaims if Plaintiffs file a supplemental response cost claim prior to a final order on the counterclaims. Settling Defendants likewise agree that they will not seek to stay or otherwise delay the supplemental response cost claim and further agree that the supplemental cost claim may proceed simultaneously with the counterclaims.

**XI. NOTICES AND SUBMISSIONS**

20. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to EPA, DOJ and the State, and the Settling Defendants, respectively.

As to the United States or DOJ:

John Cruden  
Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044

Re: United States v. Shell Oil Co. 91-0589 RJK  
DOJ Number 90-11-2-3A

As to EPA:

Michael Montgomery  
Remedial Project Manager  
EPA Region IX  
75 Hawthorne Street, H-6  
San Francisco, California 94105

and

Greg Ritter  
Office of Regional Counsel  
EPA Region IX  
75 Hawthorne Street, RC-3  
San Francisco, California 94105

1 As to the State:

2 Caroline Rudolph, Project Manager  
3 Program Development and Technical Support Branch  
4 Department of Toxic Substances Control  
5 400 P Street, 4th Floor  
6 P.O. Box 806  
7 Sacramento, CA 95812-0806

8 and

9 Steve Koyasako, Staff Attorney  
10 Office of Legal Counsel  
11 Department of Toxic Substances Control  
12 400 P Street, 4th Floor  
13 P.O. Box 806  
14 Sacramento, CA 95812-0806

15 and

16 Timothy R. Patterson  
17 Office of the Attorney General  
18 110 West A Street, Suite 1100  
19 P.O. Box 85266  
20 San Diego, California 92186-5266

21 The following shall serve as  
22 the contact for all Settling Defendants:

23 Kathleen C. Gillmore, Esq.  
24 Legal Department  
25 Shell Oil Company  
26 Suite 4884  
27 One Shell Plaza  
28 900 Louisiana Street  
Houston, Texas 77002

29 **XII. RETENTION OF JURISDICTION**

30 21. This Court shall retain jurisdiction of this matter for  
31 the purpose of enforcing the terms of this Consent Decree.

32 **XIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

33 22. This Consent Decree shall be lodged with the Court for  
34 a period of thirty (30) days for public notice and comment. The

United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without regard to the comments received and without further notice.

23. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

#### XIV. SIGNATORIES/SERVICE

24. Each undersigned representative of a Settling Defendant to this Consent Decree, the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, and the Deputy Director of the Site Mitigation Program, Department of Toxic Substances Control, California Environmental Protection Agency, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

25. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that the United States no longer supports entry of the Consent Decree.

1        26. Each Settling Defendant shall identify, on the attached  
2 signature page, the name and address of an agent who is  
3 authorized to accept service of process by mail on behalf of that  
4 party with respect to all matters arising under or relating to  
5 this Consent Decree. Settling Defendants hereby agree to accept  
6 service in that manner and to waive the formal service  
7 requirements set forth in Rule 4 of the Federal Rules of Civil  
8 Procedure and any applicable local rules of this Court, including  
9 but not limited to, service of a summons.

10  
11                SO ORDERED THIS 9th DAY OF December, 1994.

12                                ROBERT J. KELLEHER  
13                                ROBERT J. KELLEHER  
14                                United States District Judge  
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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the  
2 matter of United States of America, et al. v. Shell Oil Co., et  
3 al., No. Cv-91-0589 RJK(Ex), relating to the McColl Superfund  
4 Site.

FOR THE UNITED STATES OF AMERICA

5 Date: 7/1/91

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6 LOIS J. SCHIFFER  
7 Acting Assistant Attorney General  
8 Environment and Natural Resources  
9 Division  
U.S. Department of Justice  
Washington, D.C. 20530

Peter Hsiao  
10 PETER HSIAO  
11 Assistant United States Attorney  
12 Room 7516, Federal Building  
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Los Angeles, California 90012

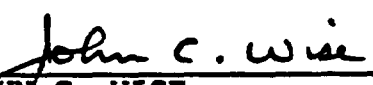
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15 Trial Attorney  
16 Environmental Enforcement Section  
17 Environment and Natural Resources  
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Washington, D.C. 20044



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3 al., No. Cv-91-0589 RJK(Ex), relating to the McColl Superfund  
4 Site.

5 FOR THE STATE OF CALIFORNIA,  
6 EX REL., CALIFORNIA DEPARTMENT OF  
7 HEALTH SERVICES, HAZARDOUS SUBSTANCE  
8 ACCOUNT, AND HAZARDOUS SUBSTANCE CLEANUP  
9 FUND

10 Date: 6/23/94

11 Margaret Felts  
12 MARGARET FELTS  
13 Deputy Director  
14 Site Mitigation Program  
15 Department of Toxic Substances Control  
16 California Environmental Protection  
17 Agency  
18 400 P Street, 4th Floor  
19 P.O. Box 806  
20 Sacramento, CA 95812-0806

21 Steve Koyasako  
22 STEVE KOYASAKO  
23 Staff Attorney  
24 Office of Legal Counsel  
25 Department of Toxic Substances Control  
26 400 P Street, 4th Floor  
27 P.O. Box 806  
28 Sacramento, CA 95812-0806

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21 Timothy R. Patterson  
22 TIMOTHY R. PATTERSON  
23 Deputy Attorney General  
24 California Department of Justice  
25 110 West A Street, Suite 1100  
26 P.O. Box 85266  
27 San Diego, California 92186-5266

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2  
3 THE UNDERSIGNED PARTIES enter into this Consent Decree in the  
4 matter of United States of America, et al. v. Shell Oil Co., et  
5 al., No. CV-91-0589 RJK(Ex), relating to the McColl Superfund  
6 Site.

7  
8 FOR DEFENDANT SHELL OIL COMPANY

9  
10 Date: 5/26/94

11 Rand N. Shulman  
12 Rand N. Shulman  
13 General Manager, Health Safety &  
14 Environment  
15

16  
17 Agent Authorized to Accept Service on Behalf of Shell Oil  
18 Company:

19 Kathleen C. Gillmore, Esq.  
20 Legal Department  
21 Shell Oil Company  
22 Suite 4884  
23 One Shell Plaza  
24 900 Louisiana Street  
25 Houston, Texas 77002  
26

27  
28 FOR DEFENDANT UNION OIL COMPANY OF  
CALIFORNIA

29 Date: \_\_\_\_\_

30 W. Carroll Jackson  
31 General Manager, Corporate  
32 Environmental Remediation  
33 Technology Group  
34

35  
36 Agent Authorized to Accept Service on Behalf of Union Oil  
37 Company of California:

38 Robert King  
39 Manager, Superfund Project  
40 1201 West Fifth Street -  
41 Los Angeles, California 90017  
42

1  
2  
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FOR DEFENDANT SHELL OIL COMPANY

Date: \_\_\_\_\_

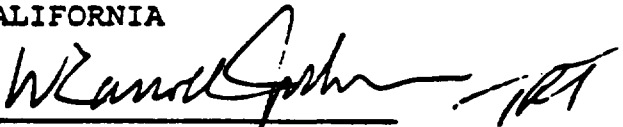
\_\_\_\_\_  
Rand N. Shulman  
General Manager, Health Safety &  
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Company:

Kathleen C. Gillmore, Esq.  
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Shell Oil Company  
Suite 4884  
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900 Louisiana Street  
Houston, Texas 77002

FOR DEFENDANT UNION OIL COMPANY OF  
CALIFORNIA

Date: June 17, 1994

  
\_\_\_\_\_  
W. Carroll Jackson  
General Manager, Corporate  
Environmental Remediation  
Technology Group

Agent Authorized to Accept Service on Behalf of Union Oil  
Company of California:

Robert King  
Manager, Superfund Project  
1201 West Fifth Street  
Los Angeles, California 90017

FOR DEFENDANT ATLANTIC RICHFIELD  
COMPANY

Date: June 26

R. J. Trunek  
Robert J. Trunek  
Vice President, Environment Health  
& Safety

Agent Authorized to Accept Service on Behalf of Atlantic  
Richfield Company:

R. Walter Simmons  
Manager of Operations  
Corporate Environmental Remediation  
Atlantic Richfield Company  
AP41125  
515 South Flower Street  
Los Angeles, California 90071

FOR DEFENDANT TEXACO, INC.

Date: \_\_\_\_\_

J. Donald Annett  
J. Donald Annett  
President, Environment Health &  
Safety Division

Agent Authorized to Accept Service on behalf of Texaco,  
Inc.:

Lowell N. Elsen  
Legal Department  
Texaco, Inc.  
10 Universal City Plaza  
Suite 1300  
Universal City, California 91608

FOR DEFENDANT ATLANTIC RICHFIELD  
COMPANY

Date: \_\_\_\_\_

Robert J. Trunek  
Vice President, Environment Health  
& Safety

Agent Authorized to Accept Service on Behalf of Atlantic  
Richfield Company:

R. Walter Simmons  
Manager of Operations  
Corporate Environmental Remediation  
Atlantic Richfield Company  
AP41125  
515 South Flower Street  
Los Angeles, California 90071

FOR DEFENDANT TEXACO, INC.

Date: 5/31/94

*for* J. Donald Annett  
J. Donald Annett  
President, Environment Health &  
Safety Division

Agent Authorized to Accept Service on behalf of Texaco,  
Inc.:

Lowell N. Elsen  
Legal Department  
Texaco, Inc.  
10 Universal City Plaza  
Suite 1300  
Universal City, California 91608

CERTIFICATE OF SERVICE BY MAIL

I, MARILEN ILISCUPIDES, declare:

That I am a citizen of the United States and a resident or employed in Los Angeles County, California; that my business address is Office of the United States Attorney, Room 7516, Federal Building, 300 North Los Angeles Street, Los Angeles, California 90012; that I am over the age of eighteen years, and am not a party to the above-entitled action.

That I am employed by the United States Attorney for the Central District of California who is a member of the Bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that on November 18, 1994, I deposited in the United States mails in the Federal Building at 300 North Los Angeles Street, Los Angeles, California, in the above-entitled action, in an envelope bearing the requisite postage, a copy of: PARTIAL CONSENT DECREE AMONG PLAINTIFFS AND OIL COMPANY DEFENDANTS REGARDING CERTAIN COST CLAIMS addressed to: SEE ATTACHED SERVICE LIST

at their last known addresses, at which place there is a delivery service by United States mail.

This Certificate is executed on November 18, 1994, at Los Angeles, California.

I declare under penalty of perjury that the foregoing is true and correct.

  
MARILEN ILISCUPIDES

SERVICE LIST

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Munger, Tolles & Olson  
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Los Angeles, CA 90071-1560

Cynthia L. Burch  
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Jeffrey Wolin  
Demetriou, Del Guercio, Springer & Moyer  
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